IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FRANCES ESTEVES 5 N. 19 th St.	: :
Easton, PA 18042	:
Plaintiff,	: CIVIL ACTION :
V.	: No.:
570 LOGISTICS, INC. 433 Broadway, Suite 632 New York, New York 10013	: : : : : JURY TRIAL DEMANDEI
Defendant.	: : :

CIVIL ACTION COMPLAINT

Plaintiff, by and through her undersigned counsel, hereby avers as follows:

I. <u>INTRODUCTION</u>

1. This action has been initiated by Frances Esteves (hereinafter referred to as "Plaintiff") against 570 Logistics, Inc. (hereinafter referred to as "Defendant") for violations of Title VII of the Civil Rights Act of 1964 ("Title VII - 42 U.S.C. §§ 2000d *et. seq.*) and the Pennsylvania Human Relations Act ("PHRA"). As a direct consequence of Defendant's unlawful actions, Plaintiff seeks damages as set forth herein.

II. JURISDICTION AND VENUE

2. This Court, in accordance with 28 U.S.C. § 1331, has jurisdiction over Plaintiff's claims because this civil action arises under laws of the United States.

¹ Plaintiff's claims under the PHRA are referenced herein for notice purposes. She is required to wait 1 full year before initiating a lawsuit from date of dual-filing with the EEOC. Plaintiff must however file her lawsuit in advance of same because of the date of issuance of her federal right-to-sue-letter under Title VII. Plaintiff's PHRA claims however will mirror identically her federal claims under Title VII.

- 3. This Court may properly maintain personal jurisdiction over Defendant because Defendant's contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendant to comply with traditional notions of fair play and substantial justice, satisfying the standard set forth by the United States Supreme Court in International Shoe Co. v. Washington, 326 U.S. 310 (1945) and its progeny. This Court has supplemental jurisdiction over Plaintiff's future state-law claim(s) because such claim(s) arise out of the same common nucleus of operative facts as her federal claims asserted herein.
- 4. Pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2), venue is properly laid in this district because all of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district, and in addition, Defendant is deemed to reside where it is subject to personal jurisdiction, rendering Defendant a resident of the Eastern District of Pennsylvania.
- 5. Plaintiff is proceeding herein under the Title VII, and has properly exhausted her administrative remedies by timely filing a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC") and by filing the instant lawsuit within ninety (90) days of receiving a notice of dismissal and/or right to sue letter from the EEOC.

III. PARTIES

- 6. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.
 - 7. Plaintiff is an adult individual, with an address as set forth in the caption.
- 6. Defendant 570 Logistics, Inc. is a corporation located at the above-captioned address which operates as an independent service provider for FedEx Ground customers.

7. At all times relevant herein, Defendant acted by and through its agents, servants and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendant.

IV. FACTUAL BACKGROUND

- 8. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.
 - 9. Plaintiff is a female.
 - 10. Plaintiff was hired by Defendant as Driver on or about July 14, 2022.
- 11. While Plaintiff was employed with Defendant, she was placed to work at a FedEx Ground facility in Northampton, Pennsylvania.
- 12. At all times relevant herein, Plaintiff was deemed to be supervised by Joshua Leventhal (hereinafter "Leventhal") whom, upon information and belief, was based out of Defendant's New York, New York address (as identified in the above caption).
- 13. When Plaintiff was hired by Defendant, she was informed that she would train and/or undergo orientation for approximately 1-2 weeks by observing another driver before being assigned routes on her own.
- 14. On Plaintiff's first day of employment with Defendant, she was assigned to be mentored, oriented or trained by Natalie Puma (female hereinafter "Puma").
- 15. During her orientation with Puma, Plaintiff did not drive and was only ever a passenger.
- 16. While being trained by Puma on her first day of employment with Defendant, Plaintiff was subjected to unwelcomed sexual harassment, including but not limited to:
 - i. Puma was very aggressive with Plaintiff;

- ii. Puma repeatedly told Plaintiff that she was good looking;
- iii. Puma repeatedly told Plaintiff that she was pretty;
- iv. Puma told Plaintiff on several occasions that day that she liked her;
- v. Puma explained to Plaintiff that she was gay;
- vi. Puma acted very flirtatious with Plaintiff; and
- vii. Puma made several comments suggesting that she and Plaintiff were going to get along well.²
- 17. The aforesaid sexual comments and gestures were unwelcome and made Plaintiff very uncomfortable.
- 18. Therefore, approximately 2/3 of the way through Plaintiff's first day of employment, Plaintiff told Puma: "I am married to a man" ... "I am a Christian woman" ... "I am not gay" ... and "I am not going to have any relationship with you other than working together."
- 19. Plaintiff was not rude to Puma; however, she was very direct that she was not going to be sexually harassed by or engage in any romantic relationship with Puma (as Puma was insinuating).
- 20. The balance of Plaintiff's workday with Puma (following her objections to the aforesaid sexual harassment and rejection of Puma's sexual advances) became very tense.
- 21. Plaintiff was later contacted by Leventhal via telephone toward the end of the day (and post-shift).
- 22. During her call with Leventhal, Plaintiff was informed that she was being terminated from her employment with Defendant (after only one day of employment).

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² This is not intended to be an exhaustive list of the ways Puma sexually harassed Plaintiff during her employment with Defendant. The aforesaid sexual comments and advances are merely examples of the inappropriate and unwelcomed sexual behavior that Plaintiff was subjected to by Puma.

- 23. After being informed that she was being terminated from Defendant (just one day into her training/orientation), Plaintiff insisted Leventhal provide her with a reason for her termination, to which he finally replied: "you are at will" ... "I can fire you for any reason and don't need one" and that her termination was based on "bad feedback from Puma."
- 24. It is clear that Plaintiff was terminated for rejecting Puma's sexual advances and/or objecting to sexual harassment (as discussed *supra*).
- 25. Plaintiff believes and therefore avers that her termination was in violation of Title VII.

Count I <u>Violations of Title VII of the Civil Rights Act of 1964 ("Title VII")</u> ([1] Sexual Harassment; [2] *Quid-Pro Quo* Termination [3] Retaliation)

- 26. The averments of the foregoing paragraphs are hereby incorporated by reference as if set forth fully herein.
- 27. During Plaintiff's first day of employment with Defendant, she was subjected to unwelcomed and consistent sexual comments and advances by her trainer, Puma.
- 28. Plaintiff objected to the aforesaid sexual harassment and rejected/refused to engage in any sexual/romantic relationship with Puma.
- 29. Almost immediately after objecting to Puma's aforesaid unwelcomed sexual comments and advances and after making it clear that she had no intention of ever engaging in any romantic or sexual relationship with Puma, Plaintiff was informed that she was terminated.
- 30. When Plaintiff insisted that she be provided with a reason for her termination, her supervisor stated: "you are at will" ... "I can fire you for any reason and don't need one" and that her termination was based on "bad feedback from Puma."
- 31. Plaintiff was terminated by Defendant for her objections to sexual harassment and/or due to her refusals to engage in a sexual/romantic relationship with Puma.

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32. Defendant's actions as aforesaid constitute violations of Title VII.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

- A. Defendant is to promulgate and adhere to a policy prohibiting sexual harassment, discrimination, and retaliation in the future against any employee(s);
- B. Defendant is to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendant's illegal actions, including but not limited to back pay, front pay, salary, pay increases, bonuses, insurance, and benefits.
- C. Plaintiff is to be awarded actual damages, as well as damages for the pain, suffering, and humiliation caused by Defendant's actions;
- D. Plaintiff is to be awarded punitive damages as permitted by applicable law in an amount believed by the Court or trier of fact to be appropriate to punish Defendant for its willful, deliberate, malicious, and outrageous conduct and to deter Defendant or other employers from engaging in such misconduct in the future;
- E. Plaintiff is to be accorded other equitable and legal relief as the Court deems just, proper, and appropriate;
- F. Plaintiff is to be awarded the costs and expenses of this action and a reasonable attorney's fees as provided by applicable federal and state law; and
 - G. Plaintiff is to receive a trial by jury.

Respectfully submitted,

KARPF, KARPF & CERUTTI, P.C.

By:

Ari R. Karpf, Esquire 3331 Street Road Two Greenwood Square Suite 128 Bensalem, PA 19020 (215) 639-0801

Dated: January 31, 2023

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

	•	:	CIVIL ACTION	•
Frances Est	eves			
v.		:		
570 Logistic	s, Inc.	:	NO.	
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(a) Habeas Corpus - Cases	brought under 2	8 U.S.C. §	2241 through § 2255.	()
(b) Social Security - Cases and Human Services de	requesting revie nying plaintiff S	w of a decis	sion of the Secretary of Health ity Benefits.	()
(c) Arbitration - Cases requ	uired to be desig	nated for ar	bitration under Local Civil Rule 53.2.	()
(d) Asbestos - Cases involence exposure to asbestos.	ving claims for p	ersonal inju	rry or property damage from	()
commonly referred to a	s complex and th	iat need spe	acks (a) through (d) that are call or intense management by ed explanation of special	()
(f) Standard Management -	- Cases that do n	ot fall into		(x)
1/31/2023 . Date	Attorney		Plaintiff Attorney for	
(215) 639-0801	(215) 639-4	970	akarpf@karpf-law.com	
Telephone	FAX Nur	mber	E-Mail Address	

(Civ. 660) 10/02

Case 5:23-cv-00394-KNFED Protes out Tric Tiled R1/31/23 Page 9 of 10 for the eastern district of Pennsylvania

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff:5 N. 19th Street, Easton, PA 18042					
Address of Defendant: 433 Broadway, Suite 632, New York, NY 10013					
Place of Accident, Incident or Transaction: Defendant's place of business					
RELATED CASE, IF ANY:					
Case Number: Judge: Date Terminated:					
Civil cases are deemed related when Yes is answered to any of the following questions:					
1. Is this case related to property included in an earlier numbered suit pending or within one year Yes No X previously terminated action in this court?					
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Yes No X					
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court?					
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights Yes No X					
I certify that, to my knowledge, the within case is / is not related to any case now pending or within one year previously terminated action in this court except as noted above.					
DATE: 1/31/2023 ARK2484 / 91538					
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)					
IVIL: (Place a √ in one category only)					
EIVIL: (Place a √ in one category only) . Federal Question Cases: B. Diversity Jurisdiction Cases:					
. Federal Question Cases: B. Diversity Jurisdiction Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 1. Insurance Contract and Other Contracts					
B. Diversity Jurisdiction Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 2. FELA 3. Jones Act-Personal Injury □ 3. Assault, Defamation					
B. Diversity Jurisdiction Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 2. FELA 3. Jones Act-Personal Injury 4. Antitrust 5. Patent Diversity Jurisdiction Cases: 1. Insurance Contract and Other Contracts 2. Airplane Personal Injury 3. Assault, Defamation 4. Marine Personal Injury 5. Motor Vehicle Personal Injury					
B. Diversity Jurisdiction Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 2. FELA 3. Jones Act-Personal Injury 4. Antitrust 5. Patent 6. Labor-Management Relations 7. Civil Rights B. Diversity Jurisdiction Cases: 1. Insurance Contract and Other Contracts 2. Airplane Personal Injury 3. Assault, Defamation 4. Marine Personal Injury 5. Motor Vehicle Personal Injury 6. Other Personal Injury (Please specify): 7. Products Liability					
B. Diversity Jurisdiction Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 2. FELA 3. Jones Act-Personal Injury 4. Antitrust 5. Patent 6. Labor-Management Relations 7. Civil Rights 8. Diversity Jurisdiction Cases: 1. Insurance Contract and Other Contracts 2. Airplane Personal Injury 3. Assault, Defamation 4. Marine Personal Injury 5. Motor Vehicle Personal Injury 6. Other Personal Injury (Please specify): 7. Products Liability 8. Products Liability – Asbestos					
B. Diversity Jurisdiction Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 2. FELA 3. Jones Act-Personal Injury 4. Antitrust 5. Patent 6. Labor-Management Relations 7. Civil Rights 8. Diversity Jurisdiction Cases: 1. Insurance Contract and Other Contracts 2. Airplane Personal Injury 3. Assault, Defamation 4. Marine Personal Injury 5. Motor Vehicle Personal Injury 6. Cother Personal Injury (Please specify): 7. Products Liability 8. Habeas Corpus 9. Securities Act(s) Cases 10. Social Security Review Cases					
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1. Indemnity Contract, Marine Contract, and All Other Contracts 1. Insurance Contract and Other Contracts 2. FELA 2. Airplane Personal Injury 3. Assault, Defamation 4. Antitrust 4. Marine Personal Injury 5. Patent 5. Motor Vehicle Personal Injury 5. Motor Vehicle Personal Injury 6. Labor-Management Relations 6. Labor-Management Relations 7. Civil Rights 7. Products Liability 7. Products Liability 7. Products Liability 8. Habeas Corpus 8. Products Liability 8. Products					
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The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of initiating the civil de	ocket sheet. (SEE INSTRUC	TIONS ON NEXT PAGE OF	THIS FOR	RM.)			
I. (a) PLAINTIFFS				DEFENDANTS			
ESTEVES, FRANCES				570 LOGISTICS, INC.			
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorneys (Firm Name, Address, and Telephone Number) Karpf, Karpf & Cerutti, P.C.; 3331 Street Road, Two Greenwood Suite 128, Bensalem, PA 19020; (215) 639-0801; akarpf@karpf-la				<u> </u>			
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)	III. CI'	TIZENSHIP OF P	RINCIPAL PARTIES	(Place an "X" in One Box for Plaintif	
1 U.S. Government X 3 Federal Question Plaintiff (U.S. Government Not a Party)		((For Diversity Cases Only) P1		and One Box for Defendant) PTF DEF ncipal Place 4 4		
2 U.S. Government Defendant			Citizen of Another State 2 2 Incorporated and Principal Place 5 5 of Business In Another State				
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IV. NATURE OF SUIT		orts	FO	RFEITURE/PENALTY	BANKRUPTCY BANKRUPTCY	of Suit Code Descriptions. OTHER STATUTES	
□ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment ∞ Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excludes Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise REAL PROPERTY □ 210 Land Condemnation □ 220 Foreclosure □ 230 Rent Lease & Ejectment □ 245 Tort Product Liability □ 290 All Other Real Property	PERSONAL INJURY ' 310 Airplane ' 315 Airplane Product Liability ' 320 Assault, Libel & Slander ' 330 Federal Employers' Liability ' 340 Marine ' 345 Marine Product Liability ' 350 Motor Vehicle Product Liability ' 350 Motor Vehicle Product Liability ' 360 Other Personal Injury ' 362 Personal Injury Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting X 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERT 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITIONS Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 535 Death Penalty Other: 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement	74 751 79 79 79 79 79	LABOR O Fair Labor Standards Act O Labor/Management Relations O Railway Labor Act Family and Medical Leave Act O Other Labor Litigation I Employee Retirement Income Security Act IMMIGRATION 2 Naturalization Application 5 Other Immigration Actions	' 422 Appeal 28 USC 158 ' 423 Withdrawal	375 False Claims Act 376 Qui Tam (31 USC 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/ Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes	
	moved from atte Court	Appellate Court	•	pened Anothe (specify)	,	n - Litigation -	
VI. CAUSE OF ACTIO	Title VII (42USC		filing (D	o not cite jurisdictional statu	ttes unless diversity):		
	Brief description of ca	Title VII and the Pl	HRA.				
VII. REQUESTED IN COMPLAINT:	UNDER RULE 2	IS A CLASS ACTION 23, F.R.Cv.P.	D	EMAND \$	CHECK YES only JURY DEMAND	y if demanded in complaint: 2: X Yes 'No	
VIII. RELATED CASI IF ANY	E(S) (See instructions):	JUDGE			DOCKET NUMBER		
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